

REMARKS

Claims 1-26 stand rejected as obvious over admitted prior art in view of Haddad. The Examiner has found that the admitted prior art discloses the use of purchased cache for distributing file content and the redirection of download requests to contracted cache providers. The Examiner has also found that the admitted prior art fails to disclose purchasing cache from a third-party market entity such that download requests are collectively provided for, for a fee, by multiple cache providers. The Examiner has found, however, that it would be obvious to purchase cache from a third-party market entity, in view of the bandwidth exchange market as taught by Haddad.

Applicant has cancelled claims 5, 6, and 9-26. The remaining claims are therefore claim 1, and claims 2-4 and 7-8, all depending from claim 1.

A significant feature of cache is that it is not really fungible. When the rate of users making download requests at a particular time is concentrated in particular geographic regions, the users will generally get better service if their requests are redirected to cache that is physically located nearby. Therefore, that cache which lies closest to where the demand is concentrated at a given time tends to be most valuable to the content provider.

One important aspect of the present invention is that it enables the content provider to adapt to changing demand patterns by investing in cache, at market-determined prices, only when and where it is needed. This aspect of the invention is described in the Specification at page 8, lines 13-17.

Claim 1 has been amended to more particularly describe the adaptive aspect of the present invention. Specifically, claim 1 now includes: Scheduling, in different blocks of time, the use of cache at different geographic locations; and using redirection to effectuate the resulting schedule.

As noted, the Specification at page 8, lines 13-17, describes adapting to changing demands by website users by purchasing, at a competitive cost, coverage of download requests directed to specific geographical locations and for specific blocks of time. That time blocks might be "different" in the sense that they are non-overlapping or only partially overlapping, is clear from FIG. 3 of the Specification, together with the discussion at Specification, page 9, lines 1-12.

Accordingly, it is submitted that no new matter is introduced by the current amendment.

Bandwidth trading of the prior art as taught by Haddad is much simpler. There, the purchaser is simply looking to buy a certain amount of bandwidth (during a given block of time) between fixed endpoints. The bandwidth to be purchased really is fungible; that is, it doesn't matter who is providing the bandwidth. Much less, then, is there any need to adapt to changing demand patterns by seeking different providers for different blocks of time.

For the reasons explained above, Applicant submits that the combination of features recited in claim 1, as currently amended, is neither taught nor suggested by the cited and admitted prior art and is patentable thereover under the standard of 35 USC 103. In the light of the current amendment and the above remarks, therefore, reconsideration leading to a finding of patentability for currently pending claims 1-4 and 7-8 is respectfully solicited.

Respectfully,



Martin I. Finston, Attorney
Reg. No. 31613
908-582-2908

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Docket Administrator (Room 3J-219)
Lucent Technologies Inc.
101 Crawfords Corner Road
Holmdel, NJ 07733-3030